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December 18, 2024

The Honorable John M. Younge, Judge  
U.S. District Court for the Eastern District of Pennsylvania  
Room 15613 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

VIA ECF FILING and

VIA EMAIL: [Chambers\\_Younge@paed.uscourts.gov](mailto:Chambers_Younge@paed.uscourts.gov)

**Re: American Environmental Enterprises, Inc. d/b/a TheSafetyHouse.Com v.  
Manfred Sternberg et als  
USDC, ED PA, Civil No. 2022-cv-00688 (JMY)**

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Dear Judge Younge:

We represent plaintiff American Environmental Enterprises, Inc. d/b/a THE SAFETY HOUSE.COM in the above-referenced case. At oral argument held on November 14, 2024, Your Honor recommended that the parties should pursue settlement, and also stated that Your Honor's Magistrate Judge would be available for a Mediation if the parties desired. Following that hearing, plaintiff's counsel engaged in direct settlement discussions with counsel for the Sternberg Defendants. Unfortunately, the parties simply are too far apart to pursue further settlement discussions, especially in light of the economic realities of the situation. Unlike plaintiff, that has been forced to make out-of-pocket monthly payments of attorney fees and costs to plaintiff's counsel (currently in excess of \$300,000) to pursue this lawsuit, the Sternberg Defendants have not incurred any out-of-pocket attorney fees and costs (since their insurance carrier has been paying the attorney fees and costs of the Sternberg Defendants in this case). In addition, the remaining amount of their malpractice insurance policy is not more than \$160,000, which is far less than plaintiff's \$2 million purchase price wired into escrow to the Sternberg Defendants; and the Sternberg Defendants have not made any settlement offer beyond offering the remaining balance left of that insurance policy.

Accordingly, plaintiff waives further oral argument on the Motions argued on November 14, 2024, and respectfully requests that the Court rule on the Motions for Summary Judgment made by plaintiff and by the Sternberg Defendants, which Motions were filed on September 30, 2024, and are fully briefed, and are awaiting disposition of the Court [ECF 196 and 198]. The Court's determination of those dispositive Motions may result in the Court avoid having to conduct

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December 18, 2024  
Page 2 of 2

a jury trial at all in this case. The Court's ruling on those dispositive motions also will provide guidance to the parties, if there remains a need for the preparation of their respective pre-trial submissions required to be made in advance of the Court's Final Pre-Trial Conference ("FPTC"), currently scheduled for January 30, 2025.

Thank you for Your Honor's consideration.

Respectfully,

*Gary Lightman*

/s/ Gary Lightman

Gary P. Lightman

GPL:no

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